

OHM HEALTH TERMS OF USE

OHM Health is an electronic communication platform for individuals and healthcare providers which enables you to collect, store, integrate, transmit and share your health records, and is operated by OHM Health, Inc., a Delaware corporation (“OHM”, “us”, “our”, and “we”). OHM provides a mobile application (“Platform”) and certain digital services provided through the Platform, as further set forth herein (collectively, the “Services”).

These terms and conditions of use (“Agreement”) set forth the legally binding terms between you (“User”) “you” or “your”) and OHM regarding your use of the Platform and the Services. By accessing or using the Platform and Services, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Platform and Services. You may not access or use the Platform or Services or accept the Agreement if you are not at least 18 years old. Please consult our Privacy Policy and HIIPA Notice of Privacy Practices for a description of our privacy practices and policies, including how we collect and handle your personal data, personal health information and financial information.

PLEASE READ: THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH OHM. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER ONLY AS PROVIDED BELOW.

NOTE TO INTERNATIONAL USERS: By using the Platform you represent and warrant that your use complies with applicable law and regulation in your jurisdiction, including, but not limited to legal capacity and any other applicable legal requirements in your jurisdiction for using the Platform and agreeing to our terms.

Table of Contents

Our Services	3
OHM Does Not Provide Healthcare Services or Advice	3
Privacy Policy	4
Compliance with Laws; Transmission of Data	5
Third-Party Access; Sharing Personal Health Information.	6
Account Creation.	6
Syncing your Electronic Medical Records (EMR)	7
My Health Card	7

Use of Services by Children.	7
Account Responsibilities.	7
Electronic Communications	8
Mobile Devices.....	8
App Stores.	8
Payment Terms	8
License to Use the Platform.	9
Certain Restrictions.	10
Modification.	10
No Support or Maintenance.	11
Ownership of Intellectual Property	11
User Content	11
Blockchain and Security	12
Acceptable Use Policy.	13
License to User Content.	13
Feedback.	14
Indemnity.	14
Third-Party Sites, Ads and Ad Networks.	14
Release.	15
Notice to California Residents	15
Disclaimers.....	15
Limitation on Liability.....	16
Your Use of the Platform is at Your Own Risk	17
Token Purchases	18
Term and Termination	18
Geographical Restrictions.....	18
Copyright Policy	18
Submitting a DMCA Counter-Notification	19
Legal Disputes.....	20
Choice of Law.	20
Agreement to Arbitrate	20
Exclusions from Arbitration and Right to Opt-Out.....	21
Jury Waiver.....	22
Continuation.....	22
Changes to Agreement.	22
Contact Us.	22

Our Services

OHM Health is an online platform which enables you, as a User, to collect, store, integrate, transmit and share your health records. We also offer an online communication platform for healthcare providers (“Healthcare Providers”) and Users to connect via the Platform through the use of interactive video, audio and another telecommunications technology. Through the Platform, Users may access their own data and other de-identified aggregate data. The Platform may also assist Users to manage their medical records, prescriptions, doctors’ appointments and other healthcare related items and facilitate communication between Users and Healthcare Providers.

OUR SERVICES ARE NOT INTENDED TO BE USED IN MEDICAL EMERGENCIES OR SITUATIONS REQUIRING A HANDS-ON OR IMMEDIATE RESPONSE OR TREATMENT. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 9-1-1.

OHM Does Not Provide Healthcare Services or Advice

The OHM Platform serves only as a communications platform and storage interface for your healthcare data. Any Healthcare Provider must have a separate agreement and provider-patient relationship with you and OHM is not a party to such agreement or provider-patient relationship. Healthcare Providers are solely responsible for keeping confidential all information provided by their patients.

Any Healthcare Providers with whom you communicate through the Platform are independent professionals and are solely responsible for the services each provides to you. OHM does not employ any Healthcare Providers. OHM does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession of a Healthcare Provider, each of whom is responsible for its own services and compliance with the requirements applicable to his or her profession and license. Neither OHM nor any third parties who promote the Services or provide you with a link to the Service will be liable for any professional advice or information that you obtain from a Healthcare Provider through the Platform. OHM does not endorse any Healthcare Provider using our Services.

The Platform is designed solely to help you store your healthcare data and share that information with other individuals and institutions. It is not a service for the diagnosis, management or treatment of any illness, medical condition or disease. Any information generated from use of the Platform should not be treated as a substitute for the medical advice of your Healthcare Provider. The Platform is not designed to be an emergency alert system. The Platform may allow you to set reminders and alerts, however, such reminders and alerts are not substituting for remembering to take medications or obtaining a diagnosis directly from your doctor or health care

professional. If you have concerns about your health or the use of the Platform, you should consult a licensed physician, hospital or medical center immediately.

Any content available on or through the Platform is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. No content or any other service offered by or through the Platform is intended to be substituted for medical diagnosis or treatment. We do not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses or other information that may be mentioned on the Platform. Your reliance upon any information obtained or used by you is solely at your own risk. We are not responsible for the accuracy of any information or content provided or sent by you or other Users of the Platform, including Healthcare Providers. You are responsible for verifying the accuracy of any information you send or receive through the Platform, including any of your health information, data, or records.

If available, information regarding Healthcare Providers may include profiles, reviews, comments and other data that is made available by OHM or by the Healthcare Providers themselves. OHM has taken reasonable steps to ensure the correctness of this information but does not recommend or endorse any particular Healthcare Provider. OHM is not responsible for any services, advice, acts or omissions of Healthcare Providers. Users are solely responsible for making decisions on the choice of these providers for their personal health needs.

OHM Services can be used only by licensed medical professionals and/or medical establishments with the necessary licenses and approvals to provide healthcare services to patients. It is the sole responsibility of a Healthcare Provider to ensure that they have the necessary licenses required for any and all services that they provide and the necessary healthcare personnel and resources required to support such services are available. OHM is not responsible for ensuring that Healthcare Providers licenses and insurance are up to date.

Any disputes between Healthcare Providers and the Users must be dealt with by Healthcare Providers directly. OHM will not be responsible for resolving and will not get involved in such disputes. Each User agrees to release OHM of all/any claims between you and your Healthcare Providers and/or any other third-party.

Privacy Policy

OHM respects the privacy of its Service users. Please refer to OHM's [Privacy Policy](#) and our [HIPAA Notice of Privacy Practices](#) which explains how we collect, use, and disclose personal information and personal health information that pertains to your privacy. When you access or use the Services, you expressly acknowledge that you have read and understood and agree to our Privacy Policy and HIPAA Notice of Privacy Practices.

Any information posted on OHM by you, including all User Content and other personally identifiable information, is made voluntarily and are subject to OHM's Privacy Policy. You are responsible for the information you post and you agree to, at your sole expense, defend, indemnify and hold OHM harmless from any damages, losses, costs, or expenses which OHM may incur as a result of information you post.

Compliance with Laws; Transmission of Data

With respect to its operation of the Platform, and to the extent required by (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, and (ii) the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder (collectively, the "Privacy Laws"), OHM will fully comply with the Privacy Laws and maintain the confidentiality of any Protected Health Information (as defined in the HIIPA Notice of Privacy Practices) ("PHI") transmitted or made available through the functionality of the Platform, and in accordance with such compliance, we will, among other things:

- Not use or further disclose PHI other than as permitted or required by the Privacy Laws and/or as you have agreed otherwise;
- Use reasonable and appropriate safeguards to prevent the unauthorized use or disclosure of PHI;
- Require that any agent, including a subcontractor to whom we provide PHI in any format received from, or created or received within or through the Platform, agrees in writing to comply with the Privacy Laws; and
- Mitigate, to the extent practicable, the harmful effect of any unauthorized use or disclosure of PHI.

You understand and agree that this Agreement may be amended from time to time if necessary, to comply with the Privacy Laws. The requirements of this Section will survive the termination of your use of the Platform.

When you use the Platform to upload and transmit PHI, you agree that, to the extent applicable, you shall comply with all applicable State and Federal laws, including but not limited to the Privacy Laws. You represent and warrant that you will, at all times, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of PHI. You agree that OHM, and all other persons or entities involved in the operation of the Platform, have the right to monitor, retrieve, store, review and use PHI, if applicable, in connection with the transmission of any PHI.

To the extent permissible under the Privacy Laws and any other applicable Federal and State laws, you hereby grant to OHM a perpetual, unlimited license to use the data and information that is compiled or passes through the Platform that specifically relates to Your, Your patient

care, Your physician procedures or diagnoses, and any related information (collectively, the "Client Data"), in a de-identified format as defined under the Privacy Laws for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that we agree to comply with the Privacy Laws, our Privacy Policy and our HIPAA Notice of Privacy Practices in connection with any such actions.

OHM CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PHI OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED WHILE USING THE PLATFORM WHETHER TO A PROVIDER LOCATED USING THE PLATFORM OR OTHERWISE. OHM RESERVES THE RIGHT TO AMEND OR DELETE ANY UPLOADED CONTENT (ALONG WITH THE RIGHT TO TERMINATE YOUR ACCOUNT OR RESTRICT YOUR ACCESS TO THE PLATFORM) THAT IN OHM'S SOLE DISCRETION VIOLATES ANY PROVISIONS OF THIS AGREEMENT.

Third-Party Access; Sharing Personal Health Information.

You may be able to enable individuals that you trust, such as family caregivers, or other third parties to independently access and receive reminders and alerts relating to your care or other information that is collected by your use of the Platform. You may also terminate these individuals' or third parties' access at any time and their access will automatically terminate upon termination of this Agreement. Every User is responsible for ensuring that each individual or third-party understands and complies with this Agreement and has read our Privacy Policy. You are responsible for ensuring that the individual or third-party maintains the confidentiality of your information and you are responsible for all activities that occur as a result of their access. You agree to notify OHM immediately of any known or suspected unauthorized use, access, disclosure of the information in your account. You agree that OHM will not be liable for any loss or damage arising from your failure to comply with these requirements. You further agree that OHM will not be liable for the unauthorized disclosure of any personal health information by individuals with whom you share such information through the Platform. OHM reserves the right to terminate access of any caregiver or other third-party for any reason in its sole discretion.

Account Creation.

In order to use certain features of the Platform or use the Services, you must register for an account with us ("Account") and provide certain information about yourself as prompted by the registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions provided in the Platform. We may terminate your Account in accordance with this Agreement. You may reopen your Account or request access to Account information any time. OHM will maintain your Account information for three (3) years from the time of your last Account use.

Syncing your Electronic Medical Records (EMR)

The Platform allows Users to log into certain third party websites which contain a User's Electronic Medical Records ("EMR"). EMR may include, but is not limited to vital signs, taken from your most recent visit to a Healthcare Professional, lab results, immunizations, radiology reports, medical procedure history, allergies, medical conditions, and prescriptions. Information contained in the electronic medical records section of the Platform is not editable by a User. In the event that any information is inaccurate, please contact your Healthcare Provider.

My Health Card

The Platform will also give Users access to create a personal health profile, which contains certain self-identified information including but not limited to blood type, insurance information, date of birth, allergies, medical conditions, family history, medical history, smoking status, current medications and other conditions. Information contained in the My Health Card section of the Platform is editable by you and must be kept up to date with the most accurate information pertaining to you.

Use of Services by Children.

The Services are available for to access and transmit healthcare information for children, but the User for all patients under the age of 18 must be the patient's parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with this Agreement.

Use of Services as Caregiver.

If you are managing the care from someone else on the Platform, such as a child, parent, or adult neighbor, you can communicate on OHM as a "Caregiver". Caregivers' must have permission from the patient, or permission from someone acting on the patient's behalf, such as a home health worker. HIPAA specifically permits covered entities to share information that is directly relevant to the involvement of a spouse, family members, friends, or other persons identified by a patient, in the patient's care or payment for health care." The only exception is if the patient objects.

Account Responsibilities.

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Account or any other

breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Electronic Communications

By accessing the Platform and creating an Account, you consent to receive communications from us electronically. You agree that any and all agreements between you and OHM can be entered into and signed electronically in accordance with applicable law, and all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notice or other communications be in writing.

Mobile Devices

You may only access the Platform via a mobile device. To use our Platform you must have a mobile device that is compatible with the Platform. We do not warrant that the Platform will be compatible with your mobile device. We grant to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Platform for one registered Account owned solely by you, for your personal and non-commercial use.

You may not: (a) modify, disassemble, decompile or reverse engineer the Platform; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Platform to any third-party; (c) make any copies of the Platform; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform, features that prevent or restrict use or copying of any content accessible through the Platform, or features that enforce limitations on use of the Platform; or (e) delete the copyright and other proprietary rights notices on the Platform.

App Stores.

You acknowledge and agree that the availability of the Platform is dependent on the third-party websites from which you download the Platform, e.g., the App Store from Apple or the Android app market from Google (each an “App Store”). You acknowledge that this Agreement is between you and OHM and not with an App Store or provider of the App Store. Each App Store may have its own terms and conditions to which you must agree before downloading the Platform from it. You agree to comply with, and your license to use the Platforms is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of this Agreement, the more restrictive or conflicting terms and conditions in this Agreement apply.

Payment Terms

Currently, the Services are provided at no cost to Users. However, we reserve the right to charge for certain Services in the future. In addition, we may also allow Healthcare Providers to charge for their services through the Platform. In such an event, you agree to pay all fees or charges in connection with your use of the Services in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing OHM with your payment information, you agree that OHM is authorized to immediately charge your Account for all fees and charges due and payable to us or your Healthcare Provider and that no additional notice or consent is required.

You are responsible for all fees, including taxes, associated with your use of the Service. You are responsible for providing us with a valid means of payment. You must keep current payment information on file with OHM and your account must be adequately funded to pay for any services rendered. By agreeing to these terms, you are giving OHM permission to charge your approved methods of payment for fees that you authorize OHM to satisfy.

OHM, on behalf of your Healthcare Provider, may reserve the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to this Agreement.

If you have a dispute concerning any payment transaction, please contact us. If, at any time, you contact your bank or credit card company to reject the charge of any payable Fees (“Chargeback”), this act will be considered a breach of your payment obligations, and we reserve the right to automatically terminate your use of the Services. We reserve the right to dispute any Chargeback and take all reasonable action to authorize the transaction. In the event of a Chargeback, your User Account may be terminated and any files, data, or content contained in your Account may be subject to cancellation. OHM will not be liable for any loss of files, data, or content as a result of a Chargeback. In order to resume use of the Services, you must re-subscribe for the Services and pay all applicable fees for the Service as well as any fees incurred by us or our payment processor as a result of the Chargeback.

[License to Use the Platform.](#)

We grant you a limited, non-transferable, non-exclusive and terminable license to access and use the Services for your personal use solely for the purposes contemplated herein, pursuant to this Agreement and during the term of this Agreement.

[Access, Security and Restrictions; Passwords.](#)

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without

proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of this Agreement or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

Violations of system or network security may result in civil or criminal liability. OHM will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on this Platform.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password (“Protected Areas”), you agree to access Protected Areas using only your user ID and password as provided to you by OHM. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third-party. You agree that you are fully responsible for all activity occurring under your user ID. You agree to defend, indemnify and hold OHM harmless from and against all third-party claims, damages and expenses (including reasonable attorneys’ fees) against or incurred by OHM arising out of your breach of this Agreement or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password.

Certain Restrictions.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you will not access the Services in order to build a similar or competitive service; and (d) except as expressly stated in these terms, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services will be subject to the terms of this Agreement.

Modification.

We reserve the right, at any time, to modify, suspend, or discontinue the Services with or without notice. You agree that we will not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Services, except and if otherwise expressly set forth in this Agreement.

No Support or Maintenance.

You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Services or the Platform (“Support”). However, you acknowledge that we may from time to time issue upgraded versions of the Platform and may upgrade your version of the Platform on the mobile device that you are using. You consent to such automatic upgrading and agree that this Agreement will apply to all such upgrades. We may elect to provide you with Support, in our sole discretion, and we may change, reduce or terminate such Support at any time without notice to you. Any use of third-party software provided in connection with the Services will be governed by such third parties’ licenses and not by this Agreement.

Copyright and Trademark Information.

Copyright © 2018 OHM Health, Inc. All rights reserved. All trademarks, logos and service marks, including but not limited to OHM, OHM HEALTH and TAKING FRICTION OUT OF HEALTHCARE (“OHM Trademarks”) displayed on the Platform are our property or the property of other third parties. You are not permitted to use the OHM Marks without our prior written consent or the consent of such third-party which may own the Marks.

Ownership of Intellectual Property

Excluding your User Content, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, contained in the Services including but not limited to the OHM Trademarks as well as the technology behind the Platform, are owned by us or our licensors. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Platform without our prior written consent. You may not use the OHM Trademarks without our prior written consent. Any other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners. Under no circumstances will you acquire any ownership rights or other interest in any such marks or content on the Platform by or through your use of the Platform. The provision of the Services does not transfer to you or any third-party any rights, title or interest in or to the intellectual property rights. We reserve all rights not granted in this Agreement.

User Content

The term “User Content”, as used herein, means any and all information and content that a user submits, links to or posts on: (a) the Services, (b) the Platform or (c) on social networking sites where we have a page or presence. While you will own your User Content, you agree that any User Content provided by you in connection with the Services, Platform or social networking sites is provided on a non-proprietary and non-confidential basis, except for your personal

healthcare and medical information. OHM agrees to use any personally identifiable information contained in any of your User Content only in accordance with its Privacy Policy and the Privacy Laws.

You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. We reserve the right to remove any User Content from the Service, Platform or social networking sites at our discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your Account and the activity that occurs while signed in to or while using your Account;
- You will not submit content that is copyrighted or subject to third-party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
- You will abide by our “Acceptable Use Policy” below; and
- You affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with this Agreement, remove any and/or all of your submissions, and terminate your Account with or without prior notice.
- You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of your User Content. We do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service within the scope of our Privacy Policy and HIPAA Notice of Privacy Practices. Those prohibitions do not require OHM to monitor, police or remove any User Content or other information submitted by you or any other user.

Blockchain and Security

Storage of your User Content using the Platform relies on blockchain technology, whereby OHM community members who are not affiliated with OHM Health, Inc. are incentivized to provide and facilitate access to digital storage space. You acknowledge that when you upload certain content using the Platform, this information is encrypted and stored in part on third-party computers that are not owned or directly controlled by us. As a result, we do not have the ability to recover your User Content in the case that issues arise in the storage or transfer of this information from community members providing digital storage space for the Platform.

ACCORDINGLY, YOU ACCEPT ALL RISKS, INCLUDING POTENTIALLY IRRETRIEVABLE LOSS OF YOUR USER CONTENT, RESULTING FROM YOUR USE OF THE PLATFORM.

Acceptable Use Policy.

Your permission to use the Services is conditioned upon the following restrictions. You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another User's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another User's browser or computer.

This list of prohibitions provides examples and is not complete or exclusive. OHM reserves the right to (a) terminate access to your Account, your ability to post to this Platform, the Platform, or use the Services and (b) refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that OHM determines is inappropriate or disruptive to this Platform or Platform or to any other user of this Platform, Platform, and/or Services. OHM may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at OHM's discretion, OHM will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Platform.

License to User Content.

You hereby grant to OHM a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to your User Content, but not including any identifiable personal healthcare or medical information, (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute your User Content, or any portion thereof, for any lawful purposes, including marketing, advertising and other commercial purposes, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others

to use your User Content. We may modify or adapt your User Content in order to transmit, display or distribute them over computer networks and in various media and/or make changes to your User Content as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

Feedback.

If you provide us any feedback or suggestions regarding the Services (“Feedback”), you assign to us all rights in the Feedback and agree that we will have the right to use the Feedback and related information in any manner we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

Indemnity.

You agree to indemnify and hold us (and our officers, directors, attorneys, affiliates, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Services, Platform, or Platform, (b) your User Content, (c) your violation of this Agreement; or (d) your violation of applicable laws or regulations, including but not limited to the Privacy Laws. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Third-Party Sites, Ads and Ad Networks.

As part of the Service, we may provide you with convenient links to third-party website(s) (“Third-Party Sites”) as well as content or items belonging to or originating from third parties (the “Third-Party Applications, Software or Content”). These links are provided as a courtesy to its Users. We have no control over Third-Party Sites and Third-Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third-Party Sites or Third-Party Applications, Software or Content. If you decide to leave the Platform and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Platform or relating to any applications you use or install from the Platform.

OHM, through the Platform or the contact information you have provided, may contact you regarding certain offers, products or services of OHM or other of its partners that OHM believes may be beneficial to you. You understand and agree that OHM may contact you in this manner. You may also be asked to grant an authorization for (i) OHM to use your contact information in connection with its business partners and the advertising, offers, products or services that may be directed to you, and (ii) OHM to "push" notifications to you or your mobile device. You may decide to authorize OHM to act in these manners by accepting such terms in the process of downloading and signing up for the Platform. You will also have the authority to opt out of such use at any time by contacting OHM.

Release.

You release and forever discharge us (and our officers, directors, affiliates, attorneys, employees, agents, successors, and assigns) from, and waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injury, death, and property damage), known or unknown, that relates to or has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Users, Healthcare Providers, Caregivers or Third Party Sites. This release includes your acts or omissions based on use of the Platform, including without limitation any reliance on reminders or alerts or interactions with your Healthcare Provider, Caregiver, or other third-party.

Notice to California Residents

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Disclaimers

THE SERVICES, INCLUDING THE MOBILE APP AND THE PLATFORM, ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (a) WILL MEET YOUR REQUIREMENTS; (b) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (c) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

WITHOUT LIMITING THE FOREGOING PROVISIONS:

(1) YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE PLATFORM AND/OR ITS CONTENT TO ACHIEVE YOUR INTENDED RESULTS AND SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM, THE PLATFORM AND/OR ITS CONTENT;

(2) OHM MAKES NO REPRESENTATION OR WARRANTY THAT THE PLATFORM AND/OR ANY CONTENT ON THE PLATFORM WILL BE ERROR-FREE, SECURE, VIRUS FREE, OR FREE FROM INTERRUPTIONS, DEFECTS OR OTHER FAILURES OR HARMFUL COMPONENTS OR THAT THE PLATFORM, AND/OR THE CONTENT WILL SATISFY YOUR SPECIFIC REQUIREMENTS OR BE COMPATIBLE WITH YOUR EQUIPMENT (MOBILE OR OTHERWISE) OR OTHER HARDWARE, SOFTWARE OR BROWSER CONFIGURATION OR THAT INACCURACIES OR ERRORS WILL BE CORRECTED;

(3) OHM MAKES NO REPRESENTATION OR WARRANTY THAT THE INFORMATION OBTAINED FROM THIRD-PARTY SOURCES (INCLUDING, BUT NOT LIMITED TO, ANY USERS OF THE PLATFORM) USED ON OR WITHIN THE PLATFORM OR ANY AFFILIATED PLATFORM OR RECEIVED IN CONNECTION WITH CONVERTING OR TRANSMITTING ANY DATA RECEIVED IN DIFFERENT FORMATS IS ACCURATE, TIMELY, OR ERROR FREE, AND OHM IS NOT RESPONSIBLE IN ANY WAY FOR THE INFORMATION OBTAINED FROM SUCH SOURCES;

(4) OHM MAKES NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED BY USERS TO GAIN ACCESS AND PERMISSION TO USE THE PLATFORM, ANY AFFILIATED PLATFORM, OR OTHER INFORMATION POSTED BY USERS IS ACCURATE OR ERROR FREE; AND

(5) OHM MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY OF ANY PERSONS PARTICIPATING IN THE PLATFORM OR THE AFFILIATED PLATFORMS OR REGARDING THE CHARACTER OR INTEGRITY OF SUCH PERSONS.

SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

[Limitation on Liability](#)

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL OHM, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, ATTORNEYS OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE PLATFORM OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE EXTENT OHM MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY LIABILITIES OR LIMIT WARRANTIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. DAMAGES WILL BE NO MORE THAN (A) THE FEES PAID BY YOU TO OHM, IF ANY, DURING THE LAST 3 MONTHS OF YOUR USE OF THE PLATFORM AND SERVICES OR (B) ONE HUNDRED (\$100.00) DOLLARS, WHICHEVER IS GREATER.

Your Use of the Platform is at Your Own Risk

You acknowledge and agree that: (a) the Platform may contain errors, design flaws or other problems, including problems that may adversely impact the operation of your mobile device; (b) the Platform and its use may result in unexpected results, loss of data, tokens, or other unpredictable damage or loss to you; (c) We are under no obligation to correct any defects or errors; and (d) we have the right to unilaterally abandon development and maintenance of the Platform at any time and without any obligation or liability to you or any third-party.

We may offer digital tokens that may be (a) awarded to Users for certain activities, (b) exchanged for access to certain features on the Platform, or (c) purchased in accordance with the Section below titled “Token Purchases” (“Tokens”). We have no obligation to exchange Tokens for any other token or currency, including any digital currency or fiat currency. Tokens do not (1) grant you any ownership interest in OHM Health, Inc., its subsidiaries or the Platform, and (2) do not entitle you to any type of distribution associated with OHM Health, Inc. its subsidiaries or the Platform.

YOU ACKNOWLEDGE THAT PURCHASING TOKENS INVOLVES SUBSTANTIAL RISK, INCLUDING THE POSSIBILITY OF COMPLETE LOSS OF ALL MONIES YOU PAY FOR THE TOKENS. YOU ASSUME ALL SUCH RISK.

YOU FURTHER ACKNOWLEDGE THAT YOU HAVE NOT PAID ANY CONSIDERATION TO OHM FOR THE PLATFORM AND THAT THE PLATFORM IS BEING SUPPLIED TO

YOU “AS IS,” “WITH ALL FAULTS,” AND “AT YOUR OWN RISK.” OHM MAKES NO WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AS FURTHER SET FORTH ABOVE.

Token Purchases

The Platform may include information about and the ability to purchase Tokens through third-party exchanges, as more fully described in any applicable Token Purchase Agreement, as may be set forth from time to time on the Platform through an applicable third-party exchange (“Token Documentation”). When available, please carefully review all Token Documentation. Our rights to place conditions or restrictions on the Platform apply to any Token purchase you may seek to make. We may restrict the ability to purchase Tokens through the Platform at any time and for any reason permitted by applicable law. You acknowledge and agree that (a) we are not acting as your broker, intermediary, agent, or adviser, and we have no fiduciary duty to you; (b) no communication or information provided to you by us constitutes any type of advice; (c) you have relied on your own judgment or advisers in making any Token purchase or request to purchase.

Term and Termination

We may (a) suspend your rights to use the Platform and/or Services (including your Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any violation of this Agreement. Upon termination of this Agreement, your Account and right to access and use the Services will terminate immediately. We will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your Account. Upon termination of this Agreement, all of the provisions will terminate except those that by their nature should survive.

Geographical Restrictions

OHM makes no representation that all products, services and/or material described on the Platform, or the Services available through the Platform, are appropriate or available for use in locations outside the United States or all territories within the United States. For purposes of this Agreement, the services are deemed to be provided in the State of Florida, United States of America.

Copyright Policy

We respect the intellectual property of others and ask that users of our Platform and Services do the same. In connection with our Platform and Services, we have adopted and implemented a policy respecting copyright laws that provide for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our Services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Our designated Copyright Agent is:

OHM Health, Inc.
Attn: DiSchino & Schamy, PLLC
4770 Biscayne Blvd., Suite 1280
Miami, Florida 33137

[Submitting a DMCA Counter-Notification](#)

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to OHM's designated agent that includes all of the following information:

- Your physical or electronic signature;

- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which OHM may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND OHM HAVE AGAINST EACH OTHER ARE RESOLVED.

You and OHM agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to the Services will be resolved in accordance with the provisions set forth in this “Legal Disputes” Section.

Choice of Law.

This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles that provide for the application of the law of another jurisdiction.

Agreement to Arbitrate

You and OHM each agree that any and all disputes or claims that have arisen or may arise between you and OHM relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to OHM’s Services, or any services sold, offered, or purchased through OHM’s Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court in Miami-Dade County, Florida if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

The arbitration will be conducted by JAMS Arbitration (“JAMS”) under its applicable rules and procedures, as modified by this Agreement to Arbitrate. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes.

You expressly acknowledge and agree that your rights will be determined by a neutral arbitrator and not a judge or jury. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by the court.

You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE

PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (c) the arbitrator will honor claims of privilege and privacy recognized at law; (d) the arbitration will be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (e) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (f) each side pays its own attorneys’ fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded will be determined by the applicable law.

With the exception of subparts (a) and (b) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (a) or (b) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in state or federal court in Miami-Dade County, Florida.

Exclusions from Arbitration and Right to Opt-Out

Notwithstanding the above, you or OHM may choose to pursue a claim or dispute in court and not by arbitration if (a) the claim or dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (“Opt-Out Deadline”). You may opt out of this “Legal Disputes” Section by mailing written notification to OHM Health, Inc., 2700 N. Miami Avenue, Suite 1008, Miami, Florida 33127. Your written notification must include (i) your name, (ii) your address, and (iii) a clear statement that you do not wish to resolve disputes with OHM through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with OHM. Any opt-out

request received after the Opt-Out Deadline will not be valid and you must pursue your claim or dispute in arbitration or small claims court.

Jury Waiver

You understand and agree that by entering into this Agreement you and OHM are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this “Legal Disputes” Section, you and OHM might otherwise have had a right or opportunity to bring claims or disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided herein, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Continuation

This “Legal Disputes” Section shall survive the termination of this Agreement with OHM or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if OHM makes any change to this “Legal Disputes” Section (other than a change to the notice address), you may reject any such change and require OHM to adhere to the language in this “Legal Disputes” Section if a claim or dispute between us arises.

Changes to Agreement.

This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on our Platform. Any significant changes to this Agreement will be effective 30 days after posting such notice. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

Contact Us.

OHM Health, Inc.,
2700 N. Miami Avenue, Suite 1008,
Miami, Florida 33127

Last Updated: December 27, 2018.